

St. Elmo - Irvington Water Authority

SERVICE APPLICATION AND WATER USERS AGREEMENT

NAME: _____ DATE: _____

SPOUSE: _____

MAILING ADDRESS: _____

HOME PHONE: _____ CELL PHONE: _____

D/L# _____ D.O.B. _____

SERVICE ADDRESS: _____

-----FOR WATER WORKS USE ONLY-----

ACCOUNT NO. _____

NEW SERVICE _____ EXISTING SERVICE _____

THIS AGREEMENT, between the ST. ELMO-IRVINGTON WATER AUTHORITY (SEIWA), a Utility Authority, organized and existing under and by virtue of the laws of the State of Alabama, hereinafter called the "Authority", and the undersigned WATER USER, hereinafter called the "User".

WITNESSETH: That, whereas the User desires to purchase water service from the Authority and desires to enter into a User's Agreement as required by the By-Laws and the rule and regulations of the Authority.

NOW THEREFORE: In consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed:

1. The Authority shall, subject to the limitations as provided for in the By-Laws and in the

Service Rules and Regulations hereinafter, retain title to all meters, appurtenances and other property furnished by it.

2. The valves, meters, etc., furnished by the Authority, are for the use of water system personnel only.
3. The User shall install and maintain at their own expense, a valve and water lines on his side of the water meter to begin at the backflow preventer and continue to the dwelling or other points on their property as they deem necessary.
4. The Authority will provide a meter and service to the customer's property at a point designated by the Authority, provided that the Authority has determined in advance that the water system is of sufficient capacity to deliver water to that point. The User shall disconnect any and all lines that would connect the water system with a well on the customer's property.
5. The Authority shall make the final determination in any question of location on any connection to its distribution system, and shall determine the allocation of water to the User in the event of a water shortage or emergency situation.
6. The User shall be responsible for the safekeeping of all property of the Authority placed for the purpose of providing service to my property or the property I reside on, including valves, and locks placed on the curb stop.
7. The User shall guarantee free right of ingress and egress by the water authority employees to meters and other property of the water authority on the said premises without obstructions (i.e., shrubs, decks, parked vehicles, animals, fences, etc.).
8. The User shall maintain and keep in good repair, all piping and appliances on the premises (excluding the meter and other water authority appliances).
9. The Authority shall not be liable for any damages because of interruption of the supply of water or by reason of fires, accidents or any other cause, and the User agrees to indemnify the Authority against liability, loss or damage by reason thereof. The User, for himself/herself, assigns, and/or heirs, does hereby fully release, remise, acquit, and forever discharge the Authority, its affiliates, officers, directors, employees, representatives, attorneys, agents, insurers, successors and/or assigns from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, actions or causes of action, suits, demands, costs, losses, debts, damages, expenses (including attorney's fees and legal expenses) which User may have in the future or which any successors in interest to title to said real property may have in the future against the Authority arising out of or in any way connected with any damages, injuries, or claims, from interruption or termination of water service.

10. The User agrees to pay any and all costs in collecting or securing or attempting to collect or secure this agreement, including a reasonable attorney's fee, whether the same be collected or secured, by suit or otherwise. The parties hereto severally waive as to this debt the benefit of any exemptions under the Constitution and Laws of Alabama, as to personal property, homestead or otherwise.
11. The foregoing notwithstanding, the Authority reserves the right to make or amend the By-Laws or the Rules and Regulations of the Authority from time to time, and the User agrees to abide by such changes upon notice thereof.
12. The Authority shall have the right to discontinue service without notice if the User fails to comply with this agreement, or any part thereof, and the User agrees that any unpaid balance for services rendered will be paid promptly at the time of discontinuation of service.
13. The User acknowledges that the Authority reserves the right to have the water service shut off where the User allows a connection or extension to be made to his water service for the purpose of supplying service to another user. Each house, place of residence, or property must have a separate water service except as otherwise approved by the Authority.
14. As of _____, the following are fees and charges currently in effect:
 - A. Non-payment of bill by the due date will result in a 10.5 percent late charge being applied to the delinquent account.
 - B. Non-Payment of Bill after 60 days will result in the water service being locked off from the Applicants Property without any other notice, by whatever means the Water Authority deems necessary.
 - C. A fee of \$25.00 will be charged to the account for collection notice for past due bills.
 - D. A fee of \$35.00 will be charged for meters that have been locked off.
 - E. Additional fees shall be charged in accordance with Attachment A.
 - F. An after-hour's fee of \$25.00 will be charged to unlock meters after 4:00 p.m. during the week and during all weekend hours. (This is subject to an employee being willing to perform this service—this is not a requirement).
15. The User shall pay for such water system usage at such rates, time, and place as determined by the Authority. Likewise, all supplemental charges, fees, and other costs associated with the water service shall be as established by the Authority and shall be paid by the User as set forth in the By-Laws and in the Service Rules and Regulations.

All rates, charges, and fees are subject to change at the sole discretion of the Authority.

- 16. If a service membership is revoked, the full cost of a new water service will be charged to restore the service to membership.
- 17. Authority service personnel are not allowed to take payments in the field.
- 18. All past due balances and fees must be paid prior to having service restored.
- 19. If this service is part of an expansion and you are receiving a reduced fee for signing up, you are required to pay a minimum water bill for a period of two years, regardless of whether or not you use the water. Failure to do so will result in the forfeiture of your deposit, and membership. To have service reinstated the User must pay the full service fees.

MEMBERSHIP FEE: _____ DATE MOVED-IN: _____

DEPOSIT: _____ AMOUNT PAID: _____

CHECK CASH: _____ CHECK: _____ MONEY ORDER: _____

OWNERS NAME (IF RENTAL PROPERTY): _____

OWNERS PHONE NUMBER: _____

OWNERS MAILING ADDRESS: _____

CUSTOMERS SIGNATURE: _____

CLERKS SIGNATURE: _____

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